

**FIST AMENDMENT TO
REAL ESTATE PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT ("Amendment Agreement") is made and entered into as of January 24 2021, by and between Hargis Daffodil Hills Foundation (the "Seller") and Eddlenan Lands, LLC (the "Purchaser").

RECITALS:

Seller is the fee simple owner of approximately 110 acres of real property situated in Shelby County, Alabama ("Seller's Property") which includes two buildings used as a chapel and museum, respectively, from time to time for special private events (the "Seller's Improvements"). Seller's Improvements are located near the boundary between Seller's Property and a parcel of property owned by Purchaser (the "Camp Property") that was formerly used as a camp for children under the name Camp Hargis and that includes certain buildings and improvements, including specifically, a building formerly used as a cafeteria for the camp (the "Cafeteria") and an adjacent parking lot (the "Parking Lot" and together with the Cafeteria referred to as "Purchaser's Improvements"). The Purchaser's Improvements are used by Seller from time to time in connection with the special events held at Seller's Improvements.

Seller and Purchaser entered into a Real Estate Purchase and Sale Agreement dated as of January 24, 2020 (the "Prior Agreement") in which Seller agreed to sell to Purchaser substantially all of Seller's Property subject to Purchaser's agreement to permit Seller to use the Purchaser's Improvements in connection with events held from time to time at Seller's Improvements consistent with past practice. Purchaser has not yet purchased the Seller's Property pursuant to the Prior Agreement. The Purchaser and Seller desire to amend the Prior Agreement to extend the Purchaser's inspection period and time for the closing of the purchase and sale of Seller's Property and to amend the provisions for the use of Purchaser's Improvements in certain respects. The parties have entered into this Amendment Agreement to effect such amendments and to ratify and confirm the terms of the Prior Agreement as amended hereby.

AGREEMENT

NOW, THEREFORE, THESE PREMISES CONSIDERED and in consideration of the mutual promises made by the parties hereunder and other good and valuable consideration, Purchaser and Seller hereby agree as follows:

1. **Amendment of Prior Agreement.**

(a) The Prior Agreement is hereby amended to extend the Inspection Period until June 30, 2022, by deleting the first sentence in Section 3 of the Prior Agreement and substituting in lieu thereof the following:

3. **Inspection Period.** From the effective date of the Prior Agreement through and until June 30, 2022 (the "Inspection Period"), Purchaser and its agents and representatives shall have the right to visit and inspect Seller's Property to determine the feasibility of developing, improving, marketing

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and financing the development of the Seller's Property in accordance with the terms and conditions of the Prior Agreement.

(b) The Prior Agreement is hereby further amended to modify the provision relating to the use of the Purchaser's Improvements by the Seller by adding the following as subparagraph (d) of Section 10 in the Prior Agreement:

(d) Seller understands that Purchaser proposes to lease and sell the Camp Property to Hargis Christian Camp, Inc.(the "Tenant") under the terms of a Ground Lease and Purchase Option Agreement (the "Ground Lease") and that Tenant intends to operate the children's camp on the on the Camp Property. Notwithstanding anything herein the contrary, Seller understands and agrees that Seller's use of the Purchaser's Improvements as provided in this Section 10 shall be subject to the terms and conditions of the Ground Lease and conditioned upon the written consent of the Tenant as Seller's assignee, which consent may require modifications to the terms and conditions of Section 10 of the Prior Agreement with respect to Purchaser's right to use the Cafeteria.

2. Ratification and Approval of the Prior Agreement. Purchaser and Seller hereby ratify confirm and approve the terms and condition of the Prior Agreement as amended by this Amendment Agreement and agree that the Prior Agreement as so amended shall be binding on each of them and enforceable in accordance with the terms of the Prior Agreement as so amended.

3. Entire Agreement--Alteration or Amendment. The Prior Agreement and this Amendment Agreement set forth entire agreement of the parties with respect to the purchase and sale of the Seller's Property and the parties are not bound by any agreements, understandings, conditions or inducements other than as are expressly set forth and stipulated hereunder. No change, alteration, amendment, modification or waiver of any of the terms hereof shall be valid unless the same shall be in writing and signed by the parties.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

5. Counterparts and Facsimile/Portable Document Format Execution. This Agreement may be executed and delivered, by facsimile and portable document format (PDF) and/or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding Agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

[Signatures on following page]

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IN WITNESS WHEREOF, the parties have caused this Amendment Agreement to be executed as of this 7 day of DECEMBER 2021.

SELLER:
Hargis Daffodil Hills Foundation

By: ^{DocuSigned by:} Gerald Colvin
Its: Chairman Bd of Trustees

PURCHASER:
Eddleman Lands, LLC

By: Douglas D. Eddleman
Douglas D. Eddleman, President

This instrument prepared by:
Jack P. Stephenson, Jr., Esq.
Burr & Forman, LLP
420 North 20th Street Suite 3400
Birmingham, AL 35203



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allie S. Bayl